



February 11, 2002

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

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WISCONSIN PUBLIC SERVICE

Dear Ms. Dorr:

Re: Application for the Approval of the Agreement between Wisconsin Bell, Inc. and AT & T Wireless Services, Inc. For Wisconsin, fro Wirelss Emergency Number Service Access.

Dear Ms. Dorr:

Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin hereby requests approval of the Agreement between Wisconsin Bell, Inc. and AT&T Wireless Services, Inc.

I have been authorized by AT&T Wireless Services, Inc., to submit for Commission approval the enclosed Agreement.

I hereby certify that a copy of this letter has been served February 11, 2002 via first class mail upon Karl Korsmo, Director Relations Manager , 7277 164th Avenue N.E., Redmond WA 98073- 9761.

Very truly yours,

Jill L. Collins

/jlc

cc: AT&T Wirelssess Services, Inc./ Karl Korsmo Director Relations
Manager
Mr. Kenneth Barth

September 7, 2001

Rosalind Dawson
722 N. Broadway
Floor 14
Milwaukee, WI 53202

Dear Ms. Dawson:

Attached is an Original copy of the signed Wireless Emergency Number Service Access for AT&T Wireless Services, Inc for Wisconsin. Information specific to the CLEC is:

SWBT Attorney Name:
Attorney Telephone:

James A. Barrett
312-727-2413

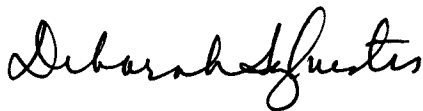
CLEC Officer Name:

Karl Korsmo
Director Relations Manager
AT&T Wireless Services, Inc.
7277 164th Avenue N.E.
Redmond, WA 98073-9761
Fax: 425-580-8652

CLEC Attorney Name:

N/A

If you have any questions, please call me on (214) 464-2127.



Deborah Sylvester
Manager-Contract Processing

<u>KK</u> LANA KAUT	(Initial)	<u>9-5-01</u> Date
<u>Larry B. Cooper</u>	(Signature)	<u>SEP - 6 2001</u> Date

EXECUTIVE SUMMARY
WIRELESS EMERGENCY NUMBER SERVICE ACCESS
FOR
AT&T WIRELESS SERVICES, INC.

AT&T Wireless Services, Inc. have signed a Wireless Emergency Number Service Access Agreement for Wisconsin.

The Agreement Template was sent electronically by James Barrett and approved.

Account Manager /Lead Negotiator were not assigned to this agreement.

PREPARED BY AGNES OKOTIE, CONTRACT MANAGER (214-745-3756).

**PLEASE RETURN TO DEBORAH SYLVESTER (214-464-2127) CONTRACT PROCESSING
AFTER SIGNATURE FOR FURTHER PROCESSING.**

AGREEMENT FOR WIRELESS EMERGENCY NUMBER SERVICE ACCESS

by and between

**SBC TELECOMMUNICATIONS, INC.
on behalf of Wisconsin Bell, Inc.
d/b/a Ameritech Wisconsin**

and

AT&T WIRELESS SERVICES, INC.

TABLE OF CONTENTS

	<u>PAGE</u>
1. Definitions and Construction.	1
2. Wireless Emergency Number Service Access.	2
3. Service and Facilities Provided.	3
4. Compensation.	4
5. Routing and Transmission.	5
6. Testing, Maintenance and Trouble Notification.	8
7. Term and Termination.	10
8. Disclaimer Of Representations And Warranties.	11
9. Indemnification.	11
10. Limitation Of Liability.	13
11. Billing.	14
12. Audit Rights, Disputed Amounts And Dispute Resolution.	15
13. Regulatory Changes.	19
14. Commission.	19
15. Authorization.	20
16. Independent Contractor.	20
17. Force Majeure.	20
18. Governing Law.	21
19. Taxes.	21
20. Non-Assignment.	21
21. Non-Waiver.	22
22. Notices.	22
23. Publicity And Use Of Trademarks Or Service Marks.	23

24. No Third Party Beneficiaries; Disclaimer of Agency.....	23
25. No License.	24
26. Compliance With Applicable Law.....	24
27. Necessary Approvals.....	24
28. Responsibility To Customers.	24
29. Proprietary Information.....	24
30. Termination Upon Sale.	28
31. Amendments.	28
32. Use of Third Party Contractors.	29
33. Good Faith Performance.	29
34. Multiple Counterparts.	29
35. Rule of Construction.	29
36. Severability.	29
37. Entire Agreement.	29

AGREEMENT FOR WIRELESS EMERGENCY NUMBER SERVICE ACCESS

This Agreement ("Agreement") for Wireless Emergency Number Service Access ("WENSA") for the provision of enhanced 9-1-1 ("E9-1-1"), is dated as of September 6, 2001 (the "Effective Date"), by and between SBC Telecommunications, Inc. on behalf of and as agent for Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (collectively "Ameritech") and AT&T Wireless Services, Inc., a Delaware corporation with offices at 7277 164th Avenue N.E. Redmond, WA 98073-9761 ("AWS").

RECITALS

- A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act authorized to provide certain Telecommunications Service within its five state service territory.
- B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within its service territory.
- C. AWS is a provider of Commercial Mobile Radio Services ("CMRS") and provides telecommunications services within the Ameritech service territory.
- D. Ameritech desires to provide and AWS desires to use certain services and facilities of Ameritech in order to effect the provision of E9-1-1 Service as described more fully in this Agreement.
- E. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available certain E9-1-1 services, and has established clear and certain deadlines by which said service must be available. Further, the provision of E9-1-1 Service to the customers of all telecommunications carriers, both wireline and wireless, is required by state and/or federal law; and

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AWS and Ameritech hereby agree as follows:

1. Definitions and Construction.

1.1 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.1 or as defined elsewhere in this Agreement.

1.2 Interpretation.

1.2.1 The definitions in Schedule 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and

neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.

1.2.2 References herein to sections, exhibits and schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

1.2.3 The headings of the Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.2.4 Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, AWS or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

1.3 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2. Wireless Emergency Number Service Access.

2.1 Notwithstanding anything contained herein to the contrary, the respective obligations of the Parties contained in Sections 2 through 6 of this Agreement are not effective as to a particular PSAP until AWS notifies Ameritech that it has received a request from a PSAP (“Requesting PSAP”) to provide E9-1-1 Service within a jurisdiction served by Ameritech. Upon receipt of such a notice by Ameritech, the respective obligations of the Parties contained in Sections 2 through 6 of this Agreement shall become immediately effective as to the Requesting PSAP.

2.2 WENSA is a service which enables AWS to use Ameritech facilities and databases, which Ameritech uses in the provision of Universal Emergency Number/ 9-1-1 Telecommunications Services, where Ameritech is the 9-1-1 service provider. Universal Emergency Number/ 9-1-1 Telecommunications Service is used by PSAPs from Ameritech in one of two configurations: E9-1-1 or S9-1-1. Ameritech shall provide WENSA to AWS as described in this Agreement in each certified serving area in which (i) AWS is authorized to provide CMRS and (ii) Ameritech is the 9-1-1 service provider.

- 2.3** The Parties will work together to facilitate the prompt, reliable and efficient interconnection of AWS's network with Ameritech's E9-1-1 platforms to enable AWS to provide E9-1-1 Service to an AWS Wireless End User. Ameritech shall provide AWS with access to, maintenance of and grade of service (in accordance with standards and performance measurements that Ameritech uses and/or which are required by law, regulatory agency, or by Ameritech's own internal procedures, whichever are the most rigorous) for its E9-1-1 systems that are at least equal in quality to the access, maintenance and grade of service Ameritech provides to its wireless affiliate and any other wireless carrier. In particular, but without limiting the scope of the foregoing requirement, Ameritech shall provide AWS with maintenance of, access to and grade of service for its E9-1-1 systems that is at least equal in quality to that which Ameritech provides to E9-1-1 wireless carriers for any service such carriers receive from Ameritech in support of E9-1-1 Service that is the same as or comparable to any service that Ameritech provides to AWS under this Agreement.
- 2.4** AWS will provide E9-1-1 Service to its AWS Wireless End Users through interconnection with the E9-1-1 network systems established and maintained by Ameritech. The Parties will route 911 Calls to the Designated or Default PSAP in a manner that will enable the 911 Attendant to communicate with the AWS Wireless End User and to determine its Call Back Number and the corresponding Cell Site/Sector Information.

3. Service and Facilities Provided.

- 3.1** When required to provide E9-1-1 Service to a Requesting PSAP located within the Ameritech service territory, AWS shall be required to establish and Ameritech shall provide to AWS interconnection to the appropriate 9-1-1 Selective Routing Switch. The following terms and conditions shall apply to such interconnection:
- 3.1.1** The interconnection shall be used by Ameritech to provide E9-1-1 Service and access to all applicable sub-tending PSAPs. Appropriate 9-1-1 Selective Routing Switches shall be agreed upon by the Parties based on existing network configuration.
- 3.1.2** Ameritech shall provide and AWS shall order the necessary DS1 facilities between the MSC and each 9-1-1 Selective Routing Switch (as agreed upon by the Parties) at the prices for such facilities and trunks pursuant to Section 4 of this Agreement. Ameritech shall provide a minimum of two (2) dedicated trunks from the MSC to the 9-1-1 Selective Routing Switch. To minimize the possibility of service disruption due to trunk failure, at least one of these dedicated trunks shall be routed from the MSC to the 9-1-1 Selective Routing Switch over a diverse circuit path, where such diversity is available. The trunks must be capable of transporting Baudot Code 45.5 necessary to support the use of Telecommunications Devices for the Deaf ("TDDs").

- 3.1.3** Each of the Parties must provide sufficient trunking and facilities to route AWS's originating 911 Calls to the Designated PSAP or to the Default PSAP. Secondary PSAPs not subscribing to the appropriate cellular services may not receive all features associated with the primary wireless PSAP. Ameritech and AWS will coordinate the provision of transport capacity sufficient to route originating 911 Calls from AWS's MSC to the designated 9-1-1 Selective Routing Switch.
- 3.2** AWS will be responsible for determining the proper quantity of trunks and facilities from its MSC to the 9-1-1 Selective Routing Switch. Trunks to the 9-1-1 Selective Routing Switch shall be provisioned by Ameritech within twenty (20) Business Days following receipt of a correct order by AWS. Following such provision and prior to the application of live traffic, AWS and Ameritech will cooperate to promptly test all trunks and facilities between AWS's network and the 9-1-1 Selective Routing Switch.
- 3.3** Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups between the MSC and the 9-1-1 Selective Routing Switch will be established as one-way CAMA trunk groups, as referenced in Bellcore GR-145-Core document, that will deliver, at a minimum, the Routing Number with the voice portion of the 911 Call in the manner specified in Section 5 of this Agreement. Where SS7 connectivity is available and requested by AWS, the Parties agree to implement CCS trunking and route voice and data traffic in the manner specified in Section 5 of this Agreement.
- 3.4** Ameritech will provide 9-1-1 order numbers and circuit identification codes in advance of the service due date.

4. Compensation.

AWS shall compensate Ameritech for the elements described on Appendix 1 at the rates set forth in an Ameritech tariff that has been filed and approved by the Commission for such elements. If no such approved tariff rate exists for one or more of the elements, then AWS shall pay the rates for such elements as specified on Appendix 1. In the event Ameritech files a new or revised tariff after the Effective Date ("New Tariff") containing rates for one or more of the elements described on Appendix 1 that vary from rates contained in a prior approved tariff or the rates specified on Appendix 1, when the rates in the New Tariff are approved by the Commission, such rates shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff are approved by the Commission. The foregoing notwithstanding, AWS shall have no obligation to pay any termination liability charge or other similar charge the tariff to Ameritech even if such charge is included in the New Tariff or any other Ameritech tariff filed after the Effective Date

5. Routing and Transmission.

5.1 Routing Responsibilities of AWS. AWS shall route a 911 Call as follows:

- 5.1.1** AWS shall route the voice portion of a 911 Call from an AWS Wireless End User's Wireless Handset to the Cell Site and then to the MSC;
- 5.1.2** AWS shall assign a Routing Number to the 911 Call for the purpose of identifying the appropriate PSAP to which the call should be directed based on the geographic location of the Cell Sector;
- 5.1.3** AWS shall then route the voice portion of the 911 Call and its corresponding Routing Number to the appropriate 9-1-1 Selective Routing Switch. In addition to the foregoing, if SS7 signaling is in place between the MSC and the 9-1-1 Selective Routing Switch, AWS may also route the Call Back Number to the appropriate 9-1-1 Selective Routing Switch;
- 5.1.4** From its SCP, AWS will also transmit a data message to Ameritech's ALI Database with the Routing Number, Call Back Number and Cell Site/Sector Information for temporary storage in Ameritech's ALI Database; and
- 5.1.5** AWS shall provision its SCP with appropriate interface control software to permit the SCP to transmit to Ameritech's ALI Database on a real time basis the data message described in Section 5.1.4 of this Agreement.

5.2 Routing Responsibilities of Ameritech. Ameritech shall route a 911 Call as follows:

- 5.2.1** Ameritech shall route the 911 Call and its corresponding Routing Number from the 9-1-1 Selective Routing Switch to the Designated PSAP or, if unable to route to the Designated PSAP, then to the Default PSAP. In addition to the foregoing, if SS7 signaling (or other facility with 20-digit signaling capability) is in place between the 9-1-1 Selective Routing Switch and the PSAP and the Call Back Number has been routed with the voice portion of the 911 Call, Ameritech shall also route the Call Back Number with the voice portion of the 911 Call to the Designated PSAP or, if unable to route to the Designated PSAP, then to the Default PSAP; and
- 5.2.2** If for any reason, including, but not limited to, insufficient trunk capacity, Ameritech is unable to route the 911 Call to the Designated PSAP Ameritech shall route the 911 Call to the Default PSAP.

5.3 Joint Database Responsibilities.

- 5.3.1** AWS or its third party agent will provide a Host Record Template to Ameritech for use in entering the data into the ALI Database. The initial Host Record Template will be provided to Ameritech in a format approved by Ameritech.
- 5.3.2** Ameritech is not liable for the accuracy and content of 9-1-1 record data delivered by AWS. AWS is responsible for maintaining the accuracy and content of all data that it delivers to Ameritech.
- 5.3.3** Ameritech will confirm receipt of such data and corrections by the next business day (where electronic transfer is available) by providing AWS a report to include the number of items sent, the number of items entered correctly, and the number of errors.
- 5.3.4** The Parties shall coordinate error resolution involving entry and update activity for the ALI Database.

5.4 Database Responsibilities of AWS. AWS's Database responsibilities shall be as follows:

- 5.4.1** With every 911 Call routed to the 9-1-1 Selective Routing Switch, AWS shall provide the corresponding Routing Number.
- 5.4.2** In the data message AWS transmits to the ALI Database for each such 911 Call, AWS will provide the Routing Number, Call Back Number and Cell Site/Sector Information for temporary storage in Ameritech's ALI Database.

5.5 Database Responsibilities of Ameritech. Ameritech's Database responsibilities shall be as follows:

- 5.5.1 Selective Routing Switch.** The 9-1-1 Selective Routing Switch shall translate the Routing Number received with a 911 Call to the corresponding PSAP to permit Ameritech to route the 911 Call and its corresponding Routing Number first to the Designated PSAP or, alternatively, to the Default PSAP as provided in Section 5.2. If SS7 signaling (or other facility with 20-digit signaling capability) is in place between the 9-1-1 Selective Routing Switch and the PSAP and the Call Back Number has been routed with the voice portion of the 911 Call, the 9-1-1 Selective Routing Switch shall translate the Routing Number received with a 911 Call to the corresponding PSAP to permit Ameritech to route the 911 Call, its corresponding Routing Number and the Call Back Number first to the Designated PSAP or, alternatively, to the Default PSAP as provided in Section 5.2.

5.5.2 ALI Database. Ameritech shall provide or permit AWS to terminate one circuit from the AWS SCP to each of the two redundant Ameritech ALI Databases on a Customer Service Unit/Data Service Unit (CSU/DSU) in accordance with specifications in Ameritech document AM TR SID 000147. Ameritech shall install and connect the necessary CSU/DSU at each ALI Database site for AWS's delivery of the Routing Number, Call Back Number, and Cell Site/Sector Information to the ALI Database. Ameritech will provide to AWS, in mechanized format, an address and routing file (ARF) that provides the information required for AWS 9-1-1 record processing, cell sector addressing and delivery of calls to the appropriate 9-1-1 Selective Routing Switch.

Ameritech's ALI Database shall perform the following functions:

- 5.5.2.1** The ALI Database shall receive on a dynamic basis a data message from the AWS SCP, via the dedicated data circuits described in Section 3.1.2, that contains the Routing Number, Call Back Number and Cell Site/Sector Information for every 911 Call;
- 5.5.2.2** The ALI Database shall temporarily store the foregoing data until the ALI Database is queried by a PSAP for the data with a matching Routing Number;
- 5.5.2.3** Any PSAP that queries the ALI Database shall be able to obtain the Host ALI Record associated with a Routing Number, including the Call Back Number and Cell Site/Sector Information;
- 5.5.2.4** In response to any PSAP query for data in a Host ALI Record, the ALI Database shall transmit the data to the PSAP within a time period that is at least equal to the fastest transmission rate in response to any other query to the ALI Database for 911 calls originating from carriers other than AWS;
- 5.5.2.5** The ALI Database shall transmit the data in the Host ALI Record in such a manner that the 911 Attendant can view the Call Back Number and Cell Site/Sector Information on a display terminal at the PSAP site;
- 5.5.2.6** Ameritech shall remove any dynamically updated information from the Host ALI Record within ninety (90) minutes of being updated, provided, however, that when end of call trigger notification ("End of Call Trigger") capability is implemented by AWS, Ameritech shall remove such information from the Host ALI Record

immediately upon receipt of an End of Call Trigger from the SCP;

5.5.2.7 Ameritech shall provision its ALI Database with the appropriate interface control software to permit the ALI Database to receive from an AWS SCP on a real time basis the data message described in Section 5.4.2 of this Agreement. AWS acknowledges that Ameritech may make its ALI Database available to other carriers for the receipt and transmission of emergency information and, consequently, modifications to the interface control software may become necessary from time to time. The foregoing notwithstanding, the Parties shall work cooperatively with one another to ensure that the interface control software installed on their respective SCP and ALI Databases are at all times compatible with one another.

5.6 Routing Number Provision. AWS and Ameritech shall provide for the automated input and periodic updating of their respective E9-1-1 databases for the provisioning of Routing Numbers, including but not limited to, placement of static Routing Numbers in the SCP, the 9-1-1 Selective Routing Switch and ALI Database(s).

6. Testing, Maintenance and Trouble Notification.

6.1 Testing. Prior to the initiation of any service under this Agreement, the Parties shall establish and fully test data and voice links between the MSC and 9-1-1 Selective Routing Switch through to the PSAP and between the SCP and the ALI Database.

6.2 Maintenance. The maintenance standards set forth in Section 2.3 shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as Ameritech may deploy) that Ameritech provides to AWS under this Agreement.

Ameritech shall provide AWS with ninety (90) days advance notification of any of the following:

6.2.1.1 Modifications or changes to any 9-1-1 Selective Routing Switch that services an AWS Wireless End User that will require any modification or change to the AWS Wireless System necessary to maintain E9-1-1 Service.

6.2.1.2 Selective Routing Switch moves or PSAP rehomings.

6.2.1.3 Modifications or changes to any ALI Database to which AWS has terminated any circuits including, but not limited to, any changes that materially affect the manner in which the ALI Database receives, stores or transmits data, and that will require any modification or change to the AWS Wireless System necessary to maintain E9-1-1 Service.

6.3 Trouble Notification and Service Restoration.

- 6.3.1** In order to facilitate trouble reporting and to coordinate the repair of facilities and trunks provided by the parties, AWS and Ameritech shall provide a SPOC ("Single Point of Contact") for E9-1-1 Service to report via a toll free telephone number maintenance issues and trouble reports twenty four (24) hours a day and seven (7) days a week. Ameritech and AWS shall provide additional escalation contact lists with appropriate personnel. These contact lists, in the form provided in the Ameritech WENSA Planning and Implementation Guide shall include name, department, title, phone number and fax number for each person. AWS and Ameritech agree to exchange up-to-date lists as reasonably necessary.
- 6.3.2** AWS and Ameritech shall call such toll free telephone numbers to report trouble with facilities and trunks, to inquire as to status of trouble reports and to escalate trouble resolution.
- 6.3.3** Ameritech shall respond to E9-1-1 trouble reports on a priority basis over other non-E9-1-1 trouble reports. Restoration of E9-1-1 Service or repair shall begin promptly upon receipt of an E9-1-1 trouble report in the order received by Ameritech provided, however, those E9-1-1 trouble reports that more severely affect service shall receive priority over other E9-1-1 trouble reports regardless of the order received by Ameritech.
- 6.3.4** In the event of the failure of its facilities or trunks that results in degradation of the grade of service for the voice portion of the 911 Call as established or requested by the PSAP ("Service Standard"), the Parties guaranty the restoration of their facilities or trunks, as the case may be, to the Service Standard and in accordance with the non-discrimination requirement of Section 2.3.
- 6.3.5** In the event either Ameritech's ALI Database or 9-1-1 Selective Routing Switch shall become substantially or completely inoperable, Ameritech will provide AWS with notification within thirty (30) minutes of either occurrence.
- 6.3.6** Each party will monitor the equipment and circuits it provides for E9-1-1 Service at all times. Monitoring of circuits will be conducted to the

individual trunk level. Ameritech will monitor trunks between the Selective Router and all associated PSAPs.

- 6.3.7** In the event of an Ameritech circuit failure affecting the provision of E9-1-1 Service as required under the terms and conditions of this Agreement, Ameritech will notify AWS of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law.

7. Term and Termination.

- 7.1 Term.** The initial term of this Agreement shall be two (2) years (the “Initial Term”) which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a “Renewal Term”); unless (i) a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term or (ii) in the event Ameritech files a tariff after the Effective Date covering the same subject matter as this Agreement, such tariff filing shall be considered notice that Ameritech does not intend to automatically renew this Agreement, provided Ameritech gives notice of such filing to AWS prior to expiration of the Initial Term or a Renewal Term. The foregoing tariff filing shall be effective as notice that Ameritech does not intend to automatically renew this Agreement even if the tariff is filed less than one hundred twenty (120) days prior to expiration of the Initial Term or a Renewal Term. However, if such tariff filing is made and Ameritech gives notice of such filing to AWS less than one hundred twenty (120) days prior to the expiration of the Initial Term or Renewal Term, this Agreement shall remain in effect for sixty (60) days past the expiration of such Initial Term or Renewal Term. Notwithstanding termination of this Agreement, its terms and conditions shall remain in effect until replaced by another agreement covering the same subject matter.
- 7.2** The Parties understand that in the future Ameritech may file a tariff relating to services that are encompassed by this Agreement. Upon mutual agreement, the Parties may (but are under no obligation to do so) replace or supersede any of the terms or conditions of this Agreement with one or more of the terms and conditions of the foregoing tariff. In all cases, Ameritech shall give AWS notice of the filing of any tariff relating to the subject matter of this Agreement within five (5) days after such tariff is filed with the Commission.
- 7.3 Default.** When a Party is in default of a material term or condition of this Agreement (“Defaulting Party”), the non-defaulting Party shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 12.3 and it shall be resolved in accordance with the procedures established in Section 12.3, provided, however, that if the dispute is not resolved in accordance with the procedures established in Section 12.3 and the Defaulting party has not cured the default within sixty (60)

days after the appointment of a designated representative, the non-defaulting party may terminate this Agreement in whole or in part in the event of such default

- 7.4 Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to all unpaid amounts and expenses accrued or incurred under this Agreement prior to such expiration or termination.

8. Disclaimer Of Representations And Warranties.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Indemnification.

- 9.1 General Indemnity Rights.** A Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

- 9.1.1** any loss to a third person arising out of the negligent acts, omissions or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;
- 9.1.2** any loss arising from such Indemnifying Party's use of services offered under this Agreement, which involve pending or threatened claims, actions, proceedings or suits for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;
- 9.1.3** any loss arising from claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the

Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification;

9.1.4 any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

9.1.5 any loss arising from such Indemnifying Party's failure to comply with Applicable Law.

9.2 Indemnification Procedures. Whenever a claim shall arise for indemnification under this Section 9, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that

could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 29.

10. Limitation Of Liability.

10.1 Limited Responsibility. A Party shall be responsible only for service(s) and facilities which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another telecommunications provider (other than an Affiliate) providing a portion of a service under this Agreement nor shall Ameritech be responsible for AWS or AWS's Customer's integration of service components. Except as otherwise provided herein, Ameritech's liability to AWS and any third party shall be limited to the maximum extent permitted by Applicable Law or tariff.

10.2 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

10.3 Limitation of Damages. Except for indemnity obligations under Section 9, a Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed. Ameritech is not liable for the accuracy and content of Host Record Template that AWS delivers to Ameritech. AWS is responsible for maintaining the accuracy and content of that data as delivered; and Ameritech shall not be responsible for inaccurate or incomplete information provided by AWS for Ameritech's 9-1-1 databases and with respect to inaccurate or incomplete information and AWS shall indemnify and hold Ameritech harmless from any and all losses incurred on account thereof by third parties (including AWS's Customers or employees). In addition and except as otherwise provided herein, Ameritech's liability to AWS and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

10.4 Consequential Damages. In no event shall a Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss, in connection with or arising from anything said, omitted or done hereunder, including but not limited to, lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 9 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person.

10.5 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

11. Billing.

11.1 Billing. Ameritech will bill all applicable charges, at the rates set forth in Appendix 1, for the services provided by Ameritech to AWS in accordance with this Section 11.

11.2 Payment Of Charges. Subject to the terms of this Agreement, AWS will pay Ameritech within thirty (30) calendar days from the date of the postmark on the invoice envelope (the "Bill Due Date"). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars. Within thirty (30) days of the Effective Date, Ameritech shall provide AWS the name and address to whom payments should be made payable. If such payment information changes, Ameritech shall provide AWS at least sixty (60) days' prior written notice of the change and such notice shall include the new payment information. If AWS receives multiple invoices which are payable on the same date, AWS may remit one payment for the sum of all amounts payable to Ameritech's bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

11.3 Adjustments.

11.3.1 Ameritech shall promptly reimburse or credit AWS for any charges that should not have been billed to AWS as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

11.3.2 Ameritech shall bill AWS for any charges that should have been billed to AWS as provided in this Agreement, but have not been billed to AWS ("Underbilled Charges"); provided, however, that, except as provided in

Section 12, Ameritech shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that Ameritech transmits a bill for any Underbilled Charges.

11.4 Late Payment Fee. Any amount not paid when due shall be subject to a late payment fee equal to the lesser of (i) interest at the rate of one and one-half percent (1½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law.

11.5 Surcharges. Ameritech shall not be responsible to collect and submit to any applicable governing body wireless 9-1-1 surcharges that may be assessed upon AWS or its customers. The foregoing notwithstanding, any such surcharges AWS may be required to pay shall be subject to Applicable Law and not this Agreement.

12. Audit Rights, Disputed Amounts And Dispute Resolution.

12.1 Audit Rights.

12.1.1 Subject to the restrictions set forth in Section 29 and except as may be otherwise specifically provided in this Agreement, a Party (“Auditing Party”) may audit the other Party’s (“Audited Party”) books, records, data and other documents, as provided herein, once annually (commencing on E-9-1-1 Service start date) for the purpose of evaluating the accuracy of Audited Party’s billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the E-9-1-1 Service start date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor. The independent auditor shall be acceptable to both Parties. The Parties shall select an auditor by the thirtieth (30th) day following Audited Party’s receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party’s books, records and documents more than once annually if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party’s favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

- 12.1.2** Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than eighteen (18) months after creation thereof, unless a longer period is required by Applicable Law.
- 12.1.3** If any audit confirms any overcharge, then Audited Party shall for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party plus interest at the rate set forth in Section 11.4. The Audited Party shall pay interest on the amount of the overpayment for the period from the date of the error to the date the Audit commences. The foregoing notwithstanding, interest shall not accrue on any overpayment for a period more than 12 months prior to the commencement of the Audit. If any audit confirms any undercharge, then Audited Party shall for any undercharge caused by the actions of or failure to act by the Audited Party immediately compensate Auditing Party for such undercharge.
- 12.1.4** Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.
- 12.1.5** Any disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 12.1.1. Any additional audit shall be at the requesting Party's expense.

12.2 Disputed Amounts.

- 12.2.1** If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, prior to the next Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Billed Party from subsequently challenging billed charges. The Billed Party shall pay when

due all amounts to the Billing Party provided, however, that the Billed Party may withhold from payment any Disputed Amounts. Notwithstanding the foregoing, except as provided in Section 12.1, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

12.2.2 Such Disputed Amounts shall be subject to interest as set forth in Section 11.4.

12.2.3 When a billing dispute is resolved in favor of the Billed Party the following will occur within thirty (30) days:

- (i) Payments made in excess of the amount found to be due will be reimbursed by the Billing Party.

12.2.4 When a billing dispute is resolved in favor of the Billing Party the following will occur within thirty (30) days:

- (i) Any amounts not paid but found to be due will be paid to the Billing Party.
- (ii) Interest at the rate and in the manner provided in Section 11.4 will be paid by the Billed Party on any amount not paid and found to be due according to the dispute resolution provisions of this Agreement.

12.2.5 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within forty-five (45) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Disputed Amounts and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Disputed Amounts and negotiate in good faith in an effort to resolve such Disputed Amounts. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

12.2.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 12.2.3, the issue shall be resolved in accordance with Section 12.3 of this Agreement.

12.2.7 The Parties agree that all negotiations pursuant to this Section 12.2 shall remain confidential in accordance with Section 29 and shall be treated as

compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

- 12.3 Dispute Escalation and Resolution.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “Dispute”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 12.3. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) Business Days after a Party’s receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties’ appointment of designated representatives as set forth above, the parties shall arbitrate the Dispute as provided in Section 12.5. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a pending Dispute to disrupt service to any AWS Customer or Ameritech Customer.
- 12.4 Equitable Relief.** Notwithstanding the foregoing, this Section 12 shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this Section 12.
- 12.5 Arbitration.** If the negotiations referenced in Section 12.3 do not resolve the Dispute within thirty (30) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit

written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If the issue to be resolved through the negotiations referenced in Section 12.3 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.

13. Regulatory Changes.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. The Parties agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any final modifications to those requirements will be deemed to automatically supercede any terms and conditions of this Agreement.

14. Commission.

Upon execution by the Parties, either Party may file this Agreement with the appropriate Commission in the state in which service is being or may be provided under this Agreement and either party may, upon such filing, seek the approval of such Commission regarding the terms and conditions of this Agreement ("Commission Proceeding"). The foregoing notwithstanding, neither this Agreement nor a Party's participation in a Commission Proceeding shall be deemed or construed as an admission or acknowledgment by either party that:

- (1) the Commission has authority or jurisdiction under the Act or other law to arbitrate, consider or approve the terms and conditions of this Agreement; or
- (2) the terms and conditions of this Agreement are subject to or governed by any of the provisions of section 251 and 252 the Act.

Notwithstanding this Agreement or participation in a Commission Proceeding, the Parties expressly reserve the right to assert or contest (i) the jurisdiction of the Commission in connection with this Agreement; or (ii) the applicability of sections 251 and 252 of the Act to this Agreement.

15. Authorization.

15.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of and as agent for Ameritech Wisconsin.

15.2 AWS is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. AWS represents and warrants to Ameritech that it is a licensed provider of CMRS and is authorized to provide in the State of Wisconsin the services contemplated hereunder.

16. Independent Contractor.

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party shall be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

17. Force Majeure.

No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation (individually or collectively, a "Force Majeure Event") or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such

Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

18. Governing Law.

This Agreement shall be governed by and construed in accordance with federal law and the domestic laws of the state where the E-9-1-1 Services are provided or the facilities reside and shall be subject to the jurisdiction of the courts therein.

19. Taxes.

19.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted by Applicable Law to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide in a timely manner said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

19.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

20. Non-Assignment.

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party, which consent shall not be unreasonably withheld or

delayed; provided that each Party may assign or transfer this Agreement to an Affiliate by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and any assignment hereunder shall be conditioned upon the written assumption by the assignee of the rights, obligations and duties of the Assigning Party.

21. Non-Waiver.

No waiver of any provision of this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

22. Notices.

Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) upon prior immediate oral agreement of the parties' designated recipients identified below, delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section 22, to the following addresses of the Parties:

To AWS:

Karl Korsmo
Director – External Affairs
AT&T Wireless Services, Inc.
7277 164th Avenue N.E.
Redmond, WA 98073-9761
Facsimile: 425-580-8652

with a copy to:

Jill Mounsey
Director - External Affairs
AT&T Wireless Services, Inc.
7277 169th Avenue N.E.
Redmond, WA 98073-9761
Facsimile: 425-580-8609

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Director – Wireless Sales
Facsimile: (312) 335-2927

with a copy to:

Notices Manager
SBC Contract Administration
Four Bell Plaza
311 S. Akard, 9th Floor
Dallas, TX 75202
Facsimile: _____

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next Business Day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of facsimile or the next business day if the facsimile is delivered after 5:00 p.m.

23. Publicity And Use Of Trademarks Or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

24. No Third Party Beneficiaries; Disclaimer of Agency.

Except as may be specifically set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

25. No License.

No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

26. Compliance With Applicable Law.

Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (collectively, "Applicable Law") that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

27. Necessary Approvals.

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

28. Responsibility To Customers.

Each Party is solely responsible to its Customers for the services it provides to such Customers.

29. Proprietary Information.

29.1 Definition of Proprietary Information.

29.1.1 "Proprietary Information" means:

29.1.1.1 all proprietary or confidential information of a Party (a "Disclosing Party") including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), customer proprietary network information, customer usage data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a "Receiving Party") pursuant to this Agreement and, if written, is marked "Confidential" or

“Proprietary” or by other similar notice or if oral or visual, is either identified as “Confidential” or “Proprietary” at the time of disclosure or is summarized in a writing so identified and delivered to the Receiving Party within ten (10) days of such disclosure; and

29.1.1.2 any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection 29.1.1.1 above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party’s information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as “Derivative Information”).

29.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as “confidential,” “proprietary,” or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential shall mean that such information is “Proprietary Information”.

29.1.3 Notwithstanding the requirements of this Section 29, all information relating to the Customers of a Party, including information that would constitute Customer proprietary network information of a Party pursuant to the Act and FCC rules and regulations, and customer usage data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed “Proprietary Information.”

29.2 Disclosure and Use.

29.2.1 Each Receiving Party agrees that from and after the Effective Date:

29.2.1.1 all Proprietary Information shall be and shall remain the exclusive property of the Party that provides or creates that information;

29.2.1.2 all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its employees, agents, contractors and consultants (collectively, “Representatives”) shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such

Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

29.2.1.3 it will not, and it will not permit any of its Representatives, to disclose such Proprietary Information to any third person;

29.2.1.4 it will disclose Proprietary Information only to those of its Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement;

29.2.1.5 not to copy, publish, or disclose such Proprietary Information to others or authorize anyone else to copy, publish, or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party; and

29.2.1.6 to use such Proprietary Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

29.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representatives, such Party shall notify such Representative of such person's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

29.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 28.3 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

29.2.4 This Section 29 shall not apply to any Proprietary Information which the Receiving Party can establish to have:

29.2.4.1 been disclosed by the Receiving Party with the Disclosing Party's prior written consent;

29.2.4.2 become generally available to the public other than as a result of disclosure by a Receiving Party;

29.2.4.3 been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;

29.2.4.4 been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or

29.2.4.5 been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with Section 29.3.

29.3 Government Disclosure.

29.3.1 If a Receiving Party is required by subpoena or other process issued by a court or administrative agency having appropriate jurisdiction to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 29.3 with respect to all or part of such requirement.

29.3.2 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 29.3. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

29.4 Ownership.

- 29.4.1** All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), at the request of the Disclosing Party).
- 29.4.2** At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement).
- 29.4.3** The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.
- 29.4.4** The obligation of confidentiality and use with respect to Proprietary Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Proprietary Information.

30. Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

31. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

32. Use of Third Party Contractors.

The Parties may enter into subcontracts with third parties, including AWS Affiliates, for the performance of any of their duties and obligations under this Agreement.

33. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

34. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

35. Rule of Construction.

No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

36. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party. Notwithstanding such termination, the terms and conditions of this Agreement shall continue in effect until replaced by another agreement covering the same subject matter.

37. Entire Agreement.


The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other

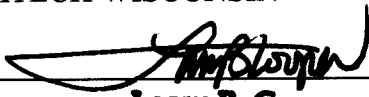

communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

AT&T WIRELESS SERVICES, INC.

SBC TELECOMMUNICATIONS, INC.
ON BEHALF OF AND AS AGENT FOR
WISCONSIN BELL, INC. D/B/A
AMERITECH WISCONSIN

By: 
Kurt Maass
Vice President

By: 
Name: **Larry B. Cooper**
Title: **President-Industry Markets**

SEP - 6 2001

SCHEDULE 1.1

DEFINITIONS

“911 Call(s)” means a call made by an AWS Wireless End User by dialing “911” (and, as necessary, pressing the “Send” or analogous transmitting button) on a Wireless Handset.

“911 Attendant” means the PSAP operator receiving a 911 Call.

“9-1-1 Selective Routing Switch” means the Ameritech central office switch(es) providing tandem-like switching capability for routing 911 Calls. The 9-1-1 Selective Routing Switch selectively routes the Routing Number, the 911 Call to the appropriate PSAP and the Call Back Number (where SS7 signaling or other 20-digit capability exists between the 9-1-1 Selective Routing Switch and PSAP).

“Act” means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“Affiliate” of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

“Applicable Law” is as defined in Section 26.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Automatic Location Identification Database” or **“ALI Database”** means the emergency services (E9-1-1) database containing caller location information which may include, but is not limited to the following: the carrier name, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records into a Host ALI Record.

“Business Day” means a day on which banking institutions are required to be open for business in Chicago, Illinois.

“AWS Wireless End User” means any person or entity receiving service on an AWS Wireless System.

“AWS Wireless System” means those mobile switching facilities, Cell Sites and other facilities that are controlled by AWS to provide service in an MTA.

“Call Back Number” means The MIN or MDN, whichever is applicable, of an AWS Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the AWS Wireless End User if a 911 Call is disconnected.

“Cell Sector” means a geographic area defined by AWS (according to AWS’s own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

“Cell Sector Identifier” means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

“Cell Site” means the AWS fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic from/to an AWS Wireless End User.

“Cell Site/Sector Information” means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by an AWS Wireless End User, and which may also include additional information regarding a Cell Sector.

“Commercial Mobile Radio Service” or **“CMRS”** is As Defined in the Act.

“Commission” means the Public Service Commission of Wisconsin.

“Common Channel Signaling” or **“CCS”** means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services Signaling Points in the CCS network using SS7 signaling protocol.

“Customer” means a third-party end user that subscribes to Telecommunications Services provided at retail by either of the Parties.

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including, specifically, a Party’s failure to provide the other Party with accurate and complete Service Orders), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

“Digital Signal Level 0” or **“DS0”** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

“Digital Signal Level 1” or **“DS1”** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

“Effective Date” is the date indicated in the Preamble.

“Emergency Services” mean police, fire, ambulance, rescue and medical services.

“E9-1-1 Service” is a method of routing 911 Calls to a Public Safety Answering Point that uses an ALI Database and other databases to determine the location to which a 911 Call should be routed, including the display of the Call Back Number and the Cell Site/Sector Information.

“FCC” means the Federal Communications Commission.

“Host ALI Record” means the data record (with an associated Routing Number) from an ALI Database that identifies the Cell Site/Sector Information and/or Call Back Number of a AWS’s Wireless End User making a 911 Call.

“Host Record Template” means the ALI Database record built into the ALI Database and indexed with a Routing Number that is dynamically updated by the SCP with the data contained in the Host ALI Record.

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Incumbent Local Exchange Carrier” or **“ILEC”** is As Defined in the Act.

“Major Trading Area” or **“MTA”**. A geographic area used by the FCC as described in 47 C.F.R. §24.202 of the rules and regulations of the FCC in defining Broadband PCS service areas, which are areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39.

“Mobile Directory Number (MDN)” means a 10-digit dialable directory number used to call a Wireless Handset.

“Mobile Identification Number (MIN)” is the 10-digit number assigned to and stored in a Wireless Handset.

“Mobile Switching Center” or **“MSC”** means AWS’s facilities and related equipment used to route, transport and switch 911 Calls.

“Party” means either Ameritech or AWS, and **“Parties”** means Ameritech and AWS.

“Public Safety Answering Point” or **“PSAP”** means a communications facility established as an answering location for 9-1-1 Calls originating in a given service area. A **“Designated PSAP”** means the PSAP designated by the Parties to receive a 911 Call based upon the geographic location of the Cell Site. A **“Default PSAP”** is the PSAP designated by AWS to receive a 911 Call in the event the **“Designated PSAP”** is unable to receive the 911 Call.

“Routing Number” is a ten-digit number translated and out pulsed from a Cell Sector Identifier at the SCP that routes the 911 Call through the 9-1-1 Selective Routing Switch to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI Database for a Host ALI Record with a matching Routing Number.

“Selective Routing” or “SR” means an E9-1-1 feature that routes an E9-1-1 call from a 9-1-1 Selective Routing Switch to the Designated or Default PSAP based upon the Routing Number associated with the 911 Call.

“Service Control Point” or “SCP” is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that performs, among other functions, the assignment of an Routing Number to a 911 Call based on the location of the Cell Sector from which a 911 Call originates. The SCP contains all relevant Cell Site and Cell Sector information and Cell Sector Identifiers..

“Sophisticated 9-1-1 Service (S9-1-1)” provides more feature functionality than enhanced 9-1-1 Service, to aid in the handling of 9-1-1 calls for emergency service. Sophisticated 9-1-1 Service provides selective routing of 9-1-1 calls and certain other inherent features which may or may not be available with enhanced 9-1-1 Service. Sophisticated 9-1-1 Service is provided via special contract between Ameritech and the authorized 9-1-1 governmental agency.

“Telecommunications” is as defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

“Telecommunications AWS” is as defined in the Act.

“Telecommunications Service” is as defined in the Act.

“Telephone Exchange Service” is as defined in the Act.

“Universal Emergency Number/9-1-1 Telecommunications Service” is a telephone exchange communication service whereby a PSAP designated by the municipality may receive telephone calls placed by persons in need of assistance who dial the telephone number 9-1-1. The 9-1-1 Service includes the lines, trunks and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone central office areas arranged for 9-1-1 calling.

“Universal Emergency Number/9-1-1 Telecommunications Services Customer” or “Service Agency” is a municipality or other state or local governmental unit to whom authority has been lawfully delegated within a geographic area to respond to public emergency telephone calls, at a minimum for police and fire service.

“Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

Appendix 1 - Pricing Schedule – Wisconsin

Wireless Emergency Number Service Access

Description	Rate
<i>Non-recurring</i>	
9-1-1 Selective Router Interconnection	
- Digital DS1 Interface	\$ 1,231.58
- Each DS0 installed	\$ 642.28
- Analog Channel Interface	\$ 737.59
 ANI/ALI/SR and Database Management	
- Per 100 Records, rounded up to nearest 100	\$ 14.37
9-1-1 Selective Router Switch Administration	
- Per Selective Router	\$2,318.07
 ALI Database Port Connectivity	
- Per Service Implementation *	\$4,513.89
 Monthly Recurring	
9-1-1 Selective Router Interconnection	
- Digital DS1 Interface	\$ 333.02
- Each DS0 installed	\$ 0.00
- Analog Channel Interface	\$ 26.29
 ANI/ALI/SR and Database Management	
- Per 100 Records, rounded up to nearest 100	\$ 152.49
9-1-1 Selective Router Switch Administration	
- Per Selective Router	\$ 6.05
 ALI Database Port Connectivity	
- Per Service Implementation *	\$ 157.08

* Service Implementation is defined as the implementation of initial service by a Wireless Service Provider to each Selective Router from each Mobil Switching Center. A second DS1 to a Selective Router is not considered a service implementation.

The prices in this schedule shall be considered interim prices and are subject to true-up or true-down in accordance with the outcome of a valid state commission proceeding to establish permanent rates for wireless E-911.